

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
ON CAPACITY BUILDING TO STRENGTHEN
THE SECURITY OF BIOLOGICAL PATHOGENS**

The Government of the United States of America and the Government of the Republic of Indonesia, hereinafter referred to as the "U.S. Party" and the "Indonesian Party", respectively, and collectively as the "Parties";

Recognizing that the protection of biological pathogens against unauthorized access and the strengthening of public health infrastructure are important for the safety of the individuals handling such pathogens as well as general public;

Pursuant to the prevailing laws and regulations of the respective Parties;

Have agreed as follows:

**Article I
Purposes and Objectives**

Under this Memorandum of Understanding, the Parties will establish a framework for improving capacity building by strengthening laboratory safety and pathogen security.

**Article II
Areas of Cooperation**

The Parties intend to enhance capacity building by providing:

- (a) related training and necessary equipment to strengthen laboratory safety and pathogen security;
- (b) best practices and personnel reliability measures for laboratory work with dangerous pathogens; and
- (c) technical expertise in bio-containment facilities.

**Article III
Scope of the Memorandum of Understanding**

The terms of this Memorandum of Understanding will apply to training, equipment, expertise and any other related assistance provided or financed by the U.S. Party.

Article IV **Implementing Mechanism**

1. Each Party hereby designates a coordinator responsible for the coordination and facilitation of activities under this Memorandum of Understanding:
 - For the U.S. Party: The U.S. Department of State.
 - For the Indonesian Party: The Ministry of Foreign Affairs.
2. Each Party may designate Executing Agencies to this Memorandum of Understanding through written notification to the other Party.
3. The Parties, or their Executing Agencies designated pursuant to this Memorandum of Understanding may conclude Implementing Arrangements, to cover administrative, technical and other matters as appropriate to the nature of the activity to be conducted under such Implementing Arrangements as agreed.
4. In case of any inconsistency between this Memorandum of Understanding and any Implementing Arrangement, the provisions of this Memorandum of Understanding will prevail, and such Implementing Arrangements will be considered null and void.
5. The Coordinators will discuss and review, on a regular basis, the implementation of this Memorandum of Understanding. Where there are matters arising from such discussion and review that need to be resolved, any project related to such matter will be temporarily halted until the matter is resolved.

Article V **Exemption of Tax and Customs Duty**

1. Exemption from any tax for training, expertise and other related assistance for activities pursuant to this Memorandum of Understanding will be in accordance with the prevailing tax laws and regulations.
2. Exemption from any tax and custom duties for importation and re-exportation of equipment provided or financed by the U.S. Party for activities pursuant to this Memorandum of Understanding will be in accordance with the prevailing tax and customs law and regulations.

Article VI **Facilitation of Entry-Exit**

Each Party will, as appropriate, facilitate entry into and exit from its territory of personnel, equipment and any other related assistance provided or financed by the other Party for activities pursuant to this Memorandum of Understanding.

Article VII **Personnel Conduct**

Each party will take reasonable measures to ensure that its personnel engaged in activities under this Memorandum of Understanding respect the applicable laws and regulations of the other Party when in that Party's territory.

Article VIII **Intellectual Property Rights**

Rights to any intellectual property created or furnished as a result of cooperation pursuant to this Memorandum of Understanding will be allocated according to the same principles as set forth in the 1967 Convention Establishing the World Intellectual Property Organization, and other related intellectual property rights agreements, to which both the United States and Indonesia are party.

Article IX **Settlement of Disputes**

Any dispute that may occur between the Parties in implementing the Memorandum of Understanding will be settled amicably and in a spirit of cooperation through consultations and negotiations by the Parties.

Article X **Transfer of Title and Possession of Training, Equipment and Expertise**

1. Unless the written consent of the U.S. Party has first been obtained, the Indonesian Party will not transfer title to, or possession of, any training, equipment, expertise or any other assistance provided by the U.S. Party pursuant to this Memorandum of Understanding to any entity, other than an officer or employee of the Indonesian Party, and will not permit the use of any of the aforementioned for purposes other than those for which it has been furnished.
2. The Indonesian Party will take all reasonable measures to ensure the security of training, equipment, expertise, and any other assistance provided by the U.S. Party pursuant to this Memorandum of Understanding, and to protect them against seizure, conversion, and misuse.

Article XI **Entry into Force, Duration and Termination**

1. This Memorandum of Understanding will enter into force on the date of signature by both Parties and will remain in force for a period of three (3) years and may be extended by written agreement of the Parties for a period of two (2) years.
2. This Memorandum of Understanding may be amended by written agreement of the

Parties.

3. This Memorandum of Understanding may be terminated by either Party at any time upon three (3) months' written notice to the other Party.
4. The termination of this Memorandum of Understanding will not affect the completion of any ongoing cooperative activity carried out under this Memorandum of Understanding, unless otherwise agreed by the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Memorandum of Understanding.

DONE at Jakarta, in duplicate, this 8th day of November 2010, in the Indonesian and English languages, which shall be equally authentic. In case of any divergence on the interpretation of this Memorandum of Understanding, the English text shall prevail.

**FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA**



Scot A. Marciel
Ambassador Extraordinary
and Plenipotentiary

**FOR THE GOVERNMENT OF
THE REPUBLIC OF INDONESIA**



Ambassador Retno L.P. Marsudi
Director General for America
and Europe
Ministry of Foreign Affairs

